

## AYLWIN SPORTS THERAPY PTE LTD

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### GENERAL TERMS AND CONDITIONS OF USE

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This website application is operated by AYLWIN SPORTS THERAPY PTE LTD (Company registration No.: 202115143K) ("**Aylwin Sports Therapy**"), a company incorporated under the laws of Singapore.

The following terms and conditions (these "**T&Cs**") govern your access to and use of the Aylwin Sports Therapy website (<https://www.aylwinsportstherapy.com/>), including any content, functionality, services, and packages, offered on and through the Aylwin Sports Therapy website.

We use your personal data for service provision, marketing, security, and compliance. For information on how we use your personal data, please refer to our Privacy Policy at [www.aylwinsportstherapy.com/privacy-policy](http://www.aylwinsportstherapy.com/privacy-policy).

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Unless the context otherwise requires, the definitions and interpretative provisions in Schedule 1 apply throughout these T&Cs.

## **1. CONTRACTUAL RELATIONSHIP**

1. These T&Cs constitute a legal agreement between Aylwin Sports Therapy and you, that applies to all services provided by Aylwin Sports Therapy in conjunction with the website ([www.aylwinsportstherapy.com](http://www.aylwinsportstherapy.com)). By accessing and/or subscribing to the services offered by Aylwin Sports Therapy in any way, you shall be deemed to have used (and be a user of) the website (an **"Aylwin Sports Therapy User"**). As an Aylwin Sports Therapy User, you indicate that you agree to be bound by and comply with these T&Cs (as may be updated by Aylwin Sports Therapy in its sole and absolute discretion from time to time, by publishing the updated T&Cs on Aylwin Sports Therapy's website). You understand and agree that as a Aylwin Sports Therapy User, if you access and/or continue use of any of the Aylwin Sports Therapy Pte Ltd's Services after the date on which the T&Cs have changed, your use shall be deemed as acceptance of the updated T&Cs.
2. Together, these T&Cs and any other terms and conditions as may be agreed between us in writing, shall form the terms of contract between you and Aylwin Sports Therapy Pte Ltd, for the Aylwin Sports Therapy Services you access/subscribe for from time to time.

## **2. CONFLICT OR INCONSISTENCY**

1. If there is any conflict or inconsistency between any provisions of these T&Cs, the applicable Service Specific T&Cs, and any other terms and conditions otherwise agreed between us in writing, the documents shall be construed in the following order of precedence:
  - a. any other terms and conditions otherwise agreed between us in writing; and
  - b. these T&Cs.
2. In the event such construction fails to resolve the conflict or inconsistency, such conflict or inconsistency will be resolved in Aylwin Sports Therapy Pte Ltd's favour.
3. For the avoidance of doubt, the most recent published version available on Aylwin Sports Therapy's Website of the relevant T&Cs, shall be taken to apply in the event of any conflict or inconsistency.

## **3. THE AYLWIN SPORTS THERAPY SERVICES**

1. The Aylwin Sports Therapy Services constitute Aylwin Sports Therapy's website and the content, products, and services provided by Aylwin Sports Therapy through the website, and may be amended at Aylwin Sports Therapy's sole discretion from time to time. The contents, products, and services include:
  - a. the purchase of Aylwin Sports Therapy's packages (**"Aylwin Sports Therapy Packages"**);
  - b. the purchase to one-off Aylwin Sports Therapy services; and
  - c. the booking, rescheduling, and cancellation of booking appointments.
2. Licence
  - a. Aylwin Sports Therapy Pte Ltd hereby grants you a revocable, personal, non-commercial, non-exclusive and non-transferable licence to use the Aylwin Sports Therapy Services.
  - b. Unless otherwise agreed by Aylwin Sports Therapy Pte Ltd, you are only permitted to use the Aylwin Sports Therapy Services on your personal device owned by you, or under your personal control, for the sole purpose of performing the functions on the Aylwin Sports Therapy's website and accessing Aylwin Sports Therapy Services for your personal non-commercial use, subject to these T&Cs. Unless set out in these T&Cs, no other right, license or permission is granted to you in relation to the Aylwin Sports Therapy Services and your use of the same.
  - c. The Aylwin Sports Therapy Services and any portion thereof may not be reproduced, duplicated, copied, downloaded, sold, resold, visited or otherwise exploited for commercial purposes without the express consent from Aylwin Sports Therapy Pte Ltd. Any unauthorised use terminates the license granted by Aylwin Sports Therapy Pte Ltd.

## **3. Restrictions**

You shall not:

- a. use, download, sync, or copy the Aylwin Sports Therapy Services other than as permitted by these T&Cs;
- b. rent, lease, lend, sell redistribute, sublicense, or otherwise transfer the Aylwin Sports Therapy Services other than as expressly permitted by these T&Cs;
- c. copy, reproduce, translate, adapt, vary, modify, reverse engineer, disassemble, attempt to derive the source code of or creative derivative works of the Aylwin Sports Therapy Services, or any part of it, except only to the extent that the applicable law provides that such cannot be prohibited;
- d. cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Aylwin Sports Therapy Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Aylwin Sports Therapy Services;
- e. attempt to gain unauthorised access to or impair any aspect of the Aylwin Sports Therapy Services or their related systems or networks;
- f. use Aylwin Sports Therapy Services for any fraudulent, illegal, or improper purposes or to violate any person's rights, or in any way which may affect other Aylwin Sports Therapy Users' enjoyment or access to any Aylwin Sports Therapy Services or cause irritation, annoyance, disturbance, embarrassment, nuisance, harassment, inconvenience, or anxiety to anyone;
- g. use Aylwin Sports Therapy Services to transmit any content which contains viruses, worms, Trojan horses, or any other harmful, destructive, or adverse component or programming routine that may interrupt, disrupt, congest, adversely impact or harm the network, the Aylwin Sports Therapy Services, or the systems or networks of other persons; or
- h. use the Aylwin Sports Therapy Services for any unlawful purpose whatsoever, or any other purpose not authorised by these T&Cs.

4. Third Party Services and Content

The Aylwin Sports Therapy Services may be made available to, or accessed by, third-party services and content (including advertising) that Aylwin Sports Therapy Pte Ltd does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third-party services and content. Aylwin Sports Therapy does not endorse such third-party services and content and in no event shall Aylwin Sports Therapy be responsible or liable for any products or services of such third-party providers.

5. Network Access and Devices

You are responsible for obtaining the data network access necessary to use the Aylwin Sports Therapy Platforms. You are responsible for all internet access charges. Please check with your internet service provider for information on possible Internet data usage charges. Your mobile network's data rates and fees may apply if you access or use Aylwin Sports Therapy's Website from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Aylwin Sports Therapy Services and any updates thereto. Aylwin Sports Therapy Pte Ltd does not guarantee that the Aylwin Sports Therapy Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Aylwin Sports Therapy Services may be subject to malfunctions and delays inherent in the use of the internet and electronic communications.

6. Security

Aylwin Sports Therapy Pte Ltd shall not be responsible for the security of any and all information transmitted to, from, or through the Aylwin Sports Therapy's Website and its Services.

#### 7. Ownership

- a. The Aylwin Sports Therapy Services and all rights therein are and shall remain Aylwin Sports Therapy Pte Ltd's property or the property of Aylwin Sports Therapy Pte Ltd's licensors (as the case may be). Neither these T&Cs nor the use of the Aylwin Sports Therapy Services convey or grants you any rights: (i) in or related to the Aylwin Sports Therapy Services except for the limited licence granted above; or (ii) to use or reference in any manner Aylwin Sports Therapy Pte Ltd's company name/ brand, logo, product and service name(s), trademarks or services marks, or those of Aylwin Sports Therapy Pte Ltd's licensors.
- b. Aylwin Sports Therapy Pte Ltd will own any and all feedback, suggestions, ideas, or other information or materials regarding Aylwin Sports Therapy Pte Ltd or the Aylwin Sports Therapy Services that you provide, whether by email, through the Aylwin Sports Therapy Pte Ltd Services or otherwise ("**Feedback**"). You hereby assign to Aylwin Sports Therapy Pte Ltd all right, title and interest to Feedback together with all associated intellectual property rights. You will not be entitled to, and hereby waive any claim for, acknowledgment or compensation based on any Feedback or any modifications made based on any Feedback.

#### 8. Payment

- a. You are liable for all charges and payments for all Aylwin Sports Therapy Services procured or obtained through the Aylwin Sports Therapy's website and its services.
- b. All payments for Aylwin Sports Therapy Services shall be paid:
  - i. without any set-off, condition, or counterclaim;
  - ii. net of any tax levied on the provision of Aylwin Sports Therapy Services (save for corporate income tax); and
  - iii. free and clear of all deductions or withholdings.
- c. If any tax is levied, or any deduction or withholding is required, by law in respect of the provision for any Aylwin Sports Therapy Services, you shall pay such additional amount as will, after provision for such tax, deduction, or withholding has been made, leave Aylwin Sports Therapy Pte Ltd with the full amount which would have been received by it had no such provision for such tax, deduction or withholding had been required to be made.
- d. In the absence of fraud or manifest error, all our records relating to the Aylwin Sports Therapy Services are conclusive evidence of the accuracy, completeness, and truth of all matters stated in them.

#### 4. **SUBSCRIBER**

##### Subscription

1. No log in is required when accessing the Aylwin Sports Therapy Services through the Aylwin Sports Therapy Pte Ltd's website. You may create an account on the website (as set out below).
2. Aylwin Sports Therapy Users may subscribe to our products and services available on the Aylwin Sports Therapy Platforms, as may be amended from time to time at Aylwin Sports Therapy Pte Ltd's sole discretion, including but not limited to:
  - a. one-off Aylwin Sports Therapy services:
    - i. one single therapy session for a fixed period of time; and
    - ii. fees pre-paid on a per-session basis.
  - b. Aylwin Sports Therapy Pte Ltd Packages:
    - i. fixed number of therapy sessions for a fixed period of time per session;
    - ii. valid for a fixed period of 120 days (unless otherwise specified);
3. Upon purchasing to any of our products and/or services, you shall be deemed a "Subscriber".

##### Bookings, Rescheduling, and Cancellation

4. Once a Subscriber, you may book your relevant appointment date and time via our Aylwin Sports Therapy Platforms. Upon confirmation of your booking, a confirmation notice will be sent to you. This confirmation notice will include:
  - a. date and time of session;
  - b. session venue;
  - c. Attire & other rulings that you shall adhere to;
  - d. relevant links and contact details should you wish to amend your booking; and
  - e. such other information that Aylwin Sports Therapy Pte Ltd may deem relevant to you.
5. All bookings and/or amendments to bookings shall be on a first-come-first-serve basis and shall be subject to availability.
6. For Subscribers to Aylwin Sports Therapy Packages, all bookings (and amendments if any) should be made within the 120 day fixed period (i.e. all sessions should be scheduled and completed within the 120 day fixed period). Any unused sessions shall be forfeited at the end of the 120 day fixed period. No refunds will be made to you for such unused sessions.
7. You may amend/reschedule a booking at any time falling **before** 6 hours of your appointment. If rescheduled/amended within the stipulated time, no additional charges shall be incurred by you. Failure to reschedule/amend your booking within the stipulated time frame shall mean forfeiture of such session. You shall not be refunded, and Aylwin Sports Therapy Pte Ltd shall not be obliged to refund, the forfeited session to you. Further, such rescheduled appointment shall constitute a new subscription and booking and will be automatically chargeable as such. You hereby permit and consent to Aylwin Sports Therapy Pte Ltd charging the relevant fees and charges for such rescheduled appointment, and hereby permit and consent to our Payment Agent releasing such relevant fees and charges to Aylwin Sports Therapy Pte Ltd.
8. You may cancel a booking at any time falling **before** 6 hours of your appointment. If cancelled within the stipulated time, you will be refunded the session and may make a new booking with no additional charges. Failure to cancel your booking within the stipulated time frame shall mean forfeiture of such session. You shall not be refunded, and Aylwin Sports Therapy Pte Ltd shall not be obliged to refund, the forfeited session to you.
9. Aylwin Sports Therapy Pte Ltd may cancel a booking at any time and will notify you of such cancellation. Your session will be refunded to you and you may make a new booking with no additional charges. In the event that the Subscriber is unable to reschedule/find an appropriate new booking thereafter, please contact us at [aylwinsportstherapysg@gmail.com](mailto:aylwinsportstherapysg@gmail.com) for a refund of such one-off session, or an extension of time for such session under a Aylwin Sports Therapy Package.
10. For the avoidance of doubt, Aylwin Sports Therapy Pte Ltd may change the assigned therapist at any time. Such change of assigned Aylwin Sports Therapy Pte Ltd personnel shall not constitute a cancellation of the booked session. Aylwin Sports Therapy Pte Ltd shall notify you of such change of personnel. Should you have any queries on the same, you may contact us at [aylwinsportstherapysg@gmail.com](mailto:aylwinsportstherapysg@gmail.com).
11. In the event that you arrive 15 minutes or later than the scheduled time at the scheduled place as specified in your booking, such session shall be deemed to have been cancelled by the Subscriber and forfeited. You shall not be refunded, and Aylwin Sports Therapy Pte Ltd shall not be obliged to refund, the forfeited session to you.
12. Aylwin Sports Therapy Pte Ltd shall not be liable for any loss or damage suffered by the Subscriber as a result of any cancellation or amendment of any session.

#### Payments, Tips, and Refunds

13. The fees and charges payable for the Aylwin Sports Therapy Services are as set out on Aylwin Sports Therapy Platforms, and may be amended from time to time at Aylwin Sports Therapy Pte Ltd's sole discretion.

14. All subscriptions shall be non-reversible and non-refundable, regardless of whether they were unauthorised (due to theft or unauthorised usage), transacted without your knowledge or consent, or transacted by mistake.
15. The Aylwin Sports Therapy Platforms engage the use of third party escrow and payment agent(s) to collect the fees and charges payable for our products and services ("**Payment Agent**").
16. Subscribers agree to use and allow the Payment Agent to automatically process their credit card in an amount equal to the cost of the subscription as reflected on the Aylwin Sports Therapy Platforms at the time of subscription, and to remit the relevant fees and charges to Aylwin Sports Therapy Pte Ltd.
17. In the event that there is a failure to process such payments by our Payment Agent and we do not receive/ receive incomplete payments, Aylwin Sports Therapy Pte Ltd shall not be obliged to provide its services to you. In the event that Aylwin Sports Therapy Pte Ltd notices such incomplete payments/bounced payment, Aylwin Sports Therapy Pte Ltd may notify you. However, it is your responsibility as a Aylwin Sports Therapy User to contact us at [aylwinsportstherapysg@gmail.com](mailto:aylwinsportstherapysg@gmail.com) should you suspect any issues with the processing of your subscription.
18. In the event of a refund to the Subscriber, the Subscriber hereby authorises the Payment Agent to refund such relevant amounts directly to such subscriber's credit card.
19. Should you have any queries pertaining to the fees, charges, payments, or refunds, you may contact us at [aylwinsportstherapysg@gmail.com](mailto:aylwinsportstherapysg@gmail.com).

#### Creating an Account

23. After you have made your first booking, as a Subscriber, you may choose to create an account.
24. Having an account will allow you to conveniently log-in through the Aylwin Sports Therapy's website to view, amend/reschedule, cancel your bookings.
25. You should be responsible for the security of your username and password and it is recommended that you change your password periodically to prevent unauthorized usage or theft of password by third parties.
26. Accesses to your account using your username and password shall be deemed to be by yourself, even if it is actually accessed by persons other than you due to theft or unauthorised usage. Aylwin Sports Therapy Pte Ltd shall not be liable for any loss or damage including consequential losses arising out of such unauthorised usage or theft.
27. Should you suspect that there has been unauthorised access to your account, you are to notify Aylwin Sports Therapy Pte Ltd of the same via email ([aylwinsportstherapysg@gmail.com](mailto:aylwinsportstherapysg@gmail.com)). Until such notice is received and processed (within 7 Business Days from date of receipt of notice) by Aylwin Sports Therapy Pte Ltd, you shall be responsible for any charges incurred using your account, regardless of your knowledge or authorisation.
28. **Selling or Sharing Accounts** - You may not buy or sell your account. Lending or giving a username and password to a third party, or sharing a username and password with a third party is also prohibited.
29. Creating an account is optional. You will still be able to access, amend/reschedule and cancel your booking(s) through the links provided in the confirmation notice sent to you. Alternatively, you may contact us at [aylwinsportstherapysg@gmail.com](mailto:aylwinsportstherapysg@gmail.com). We endeavour to reply to all queries within [3-5] Business Days.

#### Termination

30. Should you wish to terminate your subscription and/or delete your account, please contact us at [aylwinsportstherapysg@gmail.com](mailto:aylwinsportstherapysg@gmail.com). We endeavour to reply to all queries within [3-5] Business Days. You will receive a confirmation notice stating your subscription expiration date/account deletion date. Any and all remaining sessions should be utilised before such date of expiration/deletion. No refunds

will be made to you should you have any outstanding sessions at such date of expiration/ deletion, and such sessions shall be forfeited.

31. In the event that there has been a breach of these T&Cs, or due to any illegal or inappropriate use of the Aylwin Sports Therapy Pte Ltd Services, Aylwin Sports Therapy Pte Ltd reserves the right to without warning suspend service, or disable any and all of your accounts (if any). To the extent permissible under the law, Aylwin Sports Therapy Pte Ltd will not bear any responsibility for any resultant damages from such suspension, change of username and password, or disabling of the account(s).
32. In the event of such suspension or disabling of your account(s), all bookings shall be cancelled and all outstanding unused sessions will be frozen pending further investigation by our Aylwin Sports Therapy team, including receipt of your reasons/explanation (if so required by our Aylwin Sports Therapy team). Should it be deemed that your subscription/account(s) shall be permanently terminated, the outstanding sessions will be refunded to you following termination. You authorise Aylwin Sports Therapy Pte Ltd to remove/set off any amounts for any applicable fees and/or charges owed by you under these T&C before any refunds are made to you.
33. Aylwin Sports Therapy Pte Ltd reserves the right to retain full custody of any funds and personal data which may be turned over to governmental authorities in the event that your subscription/account is suspended/terminated arising from suspected to be/pending investigations in connection with illegal activities.

#### **5. AYLWIN SPORTS THERAPY'S OBLIGATIONS**

1. Aylwin Sports Therapy Pte Ltd shall provide its services in accordance with each booking and the features of the relevant product/service subscribed to as set out on the Aylwin Sports Therapy Platforms, as amended from time to time at Aylwin Sports Therapy Pte Ltd's sole discretion.
2. Aylwin Sports Therapy Pte Ltd endeavours to provide its Subscribers with services with such care and skill as may be reasonably expected of such personnel.
3. Aylwin Sports Therapy Pte Ltd's personnel shall utilise the fixed time allocated (per subscription) in such a manner, as he/she may reasonably see fit, to effectively and efficiently deliver reasonably satisfactory results for each Subscriber.

#### **6. AYLWIN SPORTS THERAPY USERS' OBLIGATIONS**

1. You shall utilize the Aylwin Sports Therapy Services in an ethical, appropriate, and responsible manner.
2. You shall not attempt to defame or provide unsubstantiated negative reviews prior to communicating your feedback to the Aylwin Sports Therapy team, and allow the team to provide you with any possible form of mitigation, where it deems fit.
3. As a Aylwin Sports Therapy User you are to ensure that your activities do not impair the ability of other Aylwin Sports Therapy Users to have access to reliable Aylwin Sports Therapy Services. You shall not abuse, misuse, exhaust or otherwise take unfair advantage of Aylwin Sports Therapy Services to the detriment of other Aylwin Sports Therapy Users.
4. You warrant that the information provided to Aylwin Sports Therapy Pte Ltd is true, accurate and not misleading in any way.
5. You warrant that you have all requisite authority, and legal right, to authorise Aylwin Sports Therapy Pte Ltd to provide its services at the service venue provided by you in your subscription/booking.
6. You shall do all things necessary to ensure a safe environment for the Aylwin Sports Therapy Pte Ltd personnel to provide its services.
9. Aylwin Sports Therapy Pte Ltd shall be permitted to suspend/terminate your subscription/account in the event that any of the above obligations are suspected/found to have been wrong, untruthful, falsified, inaccurate and/or breached.

10. Aylwin Sports Therapy Pte Ltd reserves the right to take any legal action in the event that an individual or subscriber is suspected/found to have been wrong, untruthful, falsified, inaccurate and/or breached.

## **7. SUBSCRIBER DISPUTE**

1. Subscribers shall have 12 hours ("**Dispute Period**") following completion of a scheduled session to raise any issues with the service provided ("**Subscriber Dispute**"), namely if the service was not up to reasonable standard and quality.
2. All Subscriber Disputes may be raised via email at [aylwinsportstherapysg@gmail.com](mailto:aylwinsportstherapysg@gmail.com) and shall be subject to investigation by our Aylwin Sports Therapy Pte Ltd team.
3. You are solely responsible for the provision of such evidence to substantiate your Subscriber Dispute.
4. You acknowledge and agree that Aylwin Sports Therapy Pte Ltd is deemed to have provided acceptable quality service unless proven otherwise.
5. In the event that Aylwin Sports Therapy Pte Ltd finds in favour of the Subscriber:
  - a. where such Subscriber Dispute pertains to the quality of service provided, Aylwin Sports Therapy Pte Ltd shall arrange for another time to rectify the service to a reasonable standard
  - b. Upon completion of such rectification services, the Subscriber Dispute shall be deemed to have been resolved and the matter closed. Aylwin Sports Therapy Pte Ltd shall not be obliged to entertain any further claims pertaining to the same issues thereafter.
6. In the event that the Subscriber fails to bring a Subscriber Dispute within the Dispute Period, Aylwin Sports Therapy Pte Ltd shall not be obliged to provide any rectification services or damages to the Subscriber, and shall be entitled to summarily dismiss such Subscriber Dispute.
7. Save as provided herein, the Subscriber acknowledges and agrees that Aylwin Sports Therapy Pte Ltd shall not be liable for any other loss or damage suffered by the Subscriber arising from or in connection to a Subscriber Dispute.

## **8. DISCLAIMER, LIMITATION OF LIABILITY AND INDEMNITY**

### **1. Disclaimer**

- a. The Aylwin Sports Therapy Services are provided "as is" and "as available." Aylwin Sports Therapy Pte Ltd disclaims all representations and warranties, express, implied or statutory, not expressly set out in these terms, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- b. In addition, Aylwin Sports Therapy Pte Ltd makes no representation, warranty, or guarantee regarding the reliability, timeliness, quality, suitability or availability of the Aylwin Sports Therapy Platforms or any content, services or goods linked through the use of the Aylwin Sports Therapy Platforms, or that the services provided will be uninterrupted or error-free. You agree that the entire risk arising out of your use of the Aylwin Sports Therapy Services, and any content service or good obtained in connection therewith, remains solely with you, to the maximum extent permitted under applicable law.

### **2. Limitation of Liability**

- a. Aylwin Sports Therapy Pte Ltd shall not be liable for indirect, incidental, special, exemplary, punitive or consequential damages, including lost profits, lost data, personal injury or property damage related to, in connection with, or otherwise resulting from any use of the Aylwin Sports Therapy Pte Ltd Services, even if Aylwin Sports Therapy Pte Ltd has been advised of the possibility of such damages. Aylwin Sports Therapy Pte Ltd shall not be liable for any damages, liability or losses arising out of your use of or reliance on the Aylwin Sports Therapy Pte Ltd Services or your inability to access or use the Aylwin Sports Therapy Pte Ltd Services.
- b. The limitations and disclaimer in this section do not purport to limit liability or alter your rights as a consumer that cannot be excluded under applicable law.

### **3. Indemnity**



You agree to indemnify and hold Aylwin Sports Therapy Pte Ltd and its officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including legal fees) arising out of or in connection with: (i) your use of the Aylwin Sports Therapy Pte Ltd Services; or (ii) your breach or violation of any of these T&Cs.

4. Suspension, Alteration or Abolishment of Aylwin Sports Therapy Pte Ltd Services

Aylwin Sports Therapy Pte Ltd may suspend, alter or abolish part of or the entirety of the Aylwin Sports Therapy Services at its sole and absolute discretion.

5. Assignment

Aylwin Sports Therapy Pte Ltd shall be entitled to assign or transfer, whether absolutely, by way of security or otherwise, all or any part of its rights or obligations under these T&Cs (including any document incorporate by way of reference to them) without the prior consent of the Aylwin Sports Therapy User.

6. Notices

- a. All notices, demands or other communications made by Aylwin Sports Therapy Pte Ltd to you shall be made in writing and may be delivered through any Aylwin Sports Therapy Pte Ltd Platform, by hand, by prepaid registered post, by electronic mail, or through the short messaging system (“**SMS**”), and shall be deemed to have been duly served (if sent through the internal messaging system, by hand, sent by facsimile, by electronic mail, or by SMS) immediately upon transmission or (if sent via prepaid registered post) on the third Business Day after posting.
- b. Any notice, demand, or communication by you to Aylwin Sports Therapy Pte Ltd shall be made in writing and may be delivered through any Aylwin Sports Therapy Platform, by hand, by prepaid registered post, or by electronic mail, but shall be deemed to be duly served only upon actual receipt by Aylwin Sports Therapy Pte Ltd of such notice, demand, or communication.

7. Severance

If any provision of this T&Cs is determined to be invalid or unenforceable, then such invalidity or unenforceability shall not have any effect on any other provision of this T&Cs, which shall remain valid and enforceable.

8. Entire Agreement

These T&Cs (including any document incorporated by way of reference to them) shall constitute the whole agreement between Aylwin Sports Therapy Pte Ltd and you concerning the use of the Aylwin Sports Therapy Services.

9. Third Party Rights

A person who is not a party to these T&Cs shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) of the Republic Singapore or otherwise to enforce any of its terms.

10. Force Majeure

Aylwin Sports Therapy Pte Ltd shall not be liable for failures or delays in providing the Aylwin Sports Therapy Services arising from any cause beyond its control, including without limitation, acts of God, acts of civil or military authority, fires, strikes, lockouts or labour disputes, epidemics, governmental restrictions, wars, riots, earthquakes, storms, typhoons, floods and breakdowns in electronic and computer information and communications systems.

#### 11. Governing Law and Jurisdiction

- a. These T&Cs and any non-contractual obligations arising out of, or in connection with, these T&Cs shall be governed by, and interpreted in accordance with, Singapore law, excluding any conflicts of law rules or principles that might refer any such matter to the laws of another jurisdiction. Any dispute arising from these T&Cs shall be subject to the exclusive jurisdiction of the courts of the Republic of Singapore.
- b. In case of any dispute or claim arising out of or in connection with or under these T&Cs, the Parties shall first seek to resolve the dispute or claim by friendly discussion. If no solution can be arrived at between the Parties for a continuous period of 4 weeks, the non- defaulting Party may proceed to commence an action in the courts of the Republic of Singapore.

1.

### DEFINITIONS AND INTERPRETATION

#### 1. Definitions

1. In these T&Cs, unless the context otherwise requires, the following words and expressions shall have the following meanings:

**“Business Day”** means a day other than a Saturday or Sunday or public holiday in Singapore on which banks are open in Singapore for general commercial business;

**“Dispute Period”** has the meaning ascribed to it in clause 7.1;

**“Feedback”** has the meaning ascribed to it in clause 3.7(b);

**“Payment Agent”** means third party escrow and payment agent(s) engaged by Aylwin Sports Therapy Pte Ltd to collect the fees and charges payable for Aylwin Sports Therapy Pte Ltd products and services;

**“Aylwin Sports Therapy Packages”** has the meaning ascribed to it in clause 3.1(a);

**“Aylwin Sports Therapy User”** has the meaning ascribed to it in clause 1.1;

**“Subscriber”** means an individual who has booked and/or subscribed to Aylwin Sports Therapy Pte Ltd Services; and

**“Subscriber Dispute”** has the meaning ascribed to it in clause 7.1.

#### 2. Interpretation

In these T&Cs:

- a. a reference to a statute or other legislation includes regulations and other instruments under it, as may be amended from time to time;
- b. references to any agreement or document in these T&Cs shall include references to such agreement or document as from time to time amended or modified;
- c. references to **“days”** and **“months”** in these T&Cs means calendar days/months; and

- d. the headings in these T&Cs are for convenience only and shall not affect the interpretation and construction hereof.